



TAVOLO COMMERCIAL 10-YEAR LIMITED WARRANTY

1. Subject to the conditions and limitations set out in this warranty below, Ultra Surface Solutions Ltd, warrants Tavolo Solid Surface Product (the product) will for a period of 10 years from the date of job completion, be free from defects in workmanship or materials used in manufacturing the product.
2. This warranty is subject to the product:
 - a) having been installed by an installer approved or appointed by Ultra Surface Solutions Ltd;
 - b) remaining installed at the original location it was installed; and
 - c) having been installed, maintained, used and protected in the manner recommended by Ultra Surface Solutions Ltd. Any failure to adhere to these requirements may reduce the durability of the product and will invalidate this warranty.
3. This warranty is subject to the following conditions:
 - a) This warranty only applies to Talovo Solid Surface Product purchased after 1 October 2018 for interior residential use in New Zealand; and
 - b) A person claiming under this warranty must provide written proof of purchase and make a written claim within seven (7) days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
4. This warranty does not cover:
 - a) Any act of God, any natural occurrence, or any other act or circumstance beyond Ultra Surface Solutions Ltd's control;
 - b) Failure to follow any procedures recommended by Ultra Surface Solutions Ltd by the original purchaser or any third party at the time of fabrication and installation;
 - c) Physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of chemicals, solvents or inappropriate cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains;
 - d) General fading, discolouration or damage due to direct and indirect light or sunlight;
 - e) The product being used in applications that are not recommended by Ultra Surface Solutions Ltd;
 - f) Seam appearance and reduction of surface gloss of the product;
 - g) Faulty workmanship by any person other than authorised personnel of Ultra Surface Solutions Ltd
 - h) Variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations;
 - i) Trivial or insubstantial defects;
 - j) When the type or colour of the alleged defective product no longer forms part of Ultra Surface Solutions Ltd's standard stock range and the claimant does not agree to the supply of a replacement which is as close a type or colour match as is possible from Ultra Surface Solutions Ltd's then-prevailing stock range, Ultra Surface Solutions Ltd will not financially compensate or pay an equivalent amount as compensation for the previous installed product. An agreement has to be reached where a new replacement product or colour match will have to be reached.
 - k) Damage caused by water or other forms of moisture being absorbed into the substrate of the benchtop;
 - l) Any other product used or installed in connection with the product;
 - m) Outdoor application eg: saunas, steam rooms, outdoor BBQ installation, outdoor flooring or any other outdoor area other than what is recommended by Ultra Surface Solutions
 - n) This warranty covers Tavolo Solid Surface only and does not cover sink inserts, splashbacks or any other benchtop material provided and installed by Ultra Surface Solutions.
5. In the event of a valid defect claim arising from a breach of this warranty during the warranty period Ultra Surface Solutions Ltd will, at its sole option, do one of the following:
 - a) supply replacement product;
 - b) repair the defective product;
 - c) pay for the cost of supplying a replacement of the defective product; or
 - d) provide a refund of the purchase price of the defective product. (Ultra Surface Solutions Ltd will not be liable for any losses or damages arising as a result of a breach of warranty as set out the points outlined in paragraph 3).
6. A replacement product may not be reasonably available from Ultra Surface Solutions Ltd in the same shape, type or colour as the original product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Ultra Surface Solutions Ltd reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Ultra Surface Solutions Ltd's then prevailing product range in satisfaction of its obligations under this warranty.
7. In the event of a breach of this warranty Ultra Surface Solutions Ltd will not be liable in contract, tort, equity or for breach of any statute (to the fullest extent permitted by law) for any indirect losses or consequential damages of any kind, or for loss of profits, loss of use, loss of anticipated savings, loss of production, or loss of goodwill.
8. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent permitted by law.
9. Nothing in this warranty shall exclude or modify any legal rights a consumer may have under the Consumer Guarantees Act 1993 or otherwise which cannot be excluded or modified by law.
10. This warranty is not transferable or assignable and only applies to the original purchaser of the product.
11. Where product is supplied to the original purchaser for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993, the provisions of the consumer Guarantees Act 1993 do not apply to such supply.
12. Any inquiries regarding this warranty should be sent to: info@uss.co.nz

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To be completed by the Certified Fabricator/Installer

Date of Installation ____|____|____

Project Name _____

Address _____

Region _____ Postcode _____

Contractor's Name _____

Final Owner's Details

Company _____

Title _____

Address _____

Region _____ Postcode _____

Telephone () _____

No. of Units / Square Meters Purchased _____

Application _____

Certified Fabricator/Installer Details